



EXECUTIVE COMMITTEE AGENDA
Room 400, Government Center

Tuesday, September 9, 2008

4:30 p.m.

1. Call to Order
2. Chairman's Approval of Minutes – August 12, 2008
July 22, 2008 Stand-Up
3. Appearance by Members of the Public
4. Departmental Matters
5. Report of Standing Committees:
 - A. Executive Committee – Chairman Sorensen
 - 1) Items to be Presented for Action:
 - a) REAPPOINTMENTS:

HINTHORN CEMETERY DISTRICT
Mr. Jim Hinthorn
427 Clearview Rd.
El Paso, IL 61738
(Six-year term to expire September 30, 2014)

HINTHORN CEMETERY DISTRICT
Wava Kaupp
P.O. Box 353
304 Parkway Court
Gridley, IL 61744
(Five-year term to expire October 1, 2013)

PUBLIC BUILDING COMMISSION

Mr. John L. Morel
101 North Bellemont Road
Bloomington, IL 61701
(Six-year term to expire September 30, 2014)

b) APPOINTMENTS:

McLEAN COUNTY REGIONAL PLANNING COMMISSION

Mr. Ken Ropp
2936 Ropp Rd.
Normal, IL 61761
(To complete a term to expire December 31, 2009)

SANGAMON RIVER DRAINAGE DISTRICT

Mr. Daniel Brucker
12255 N. 2850 East Road
Ellsworth, IL 61737
(To complete a term to expire first Tuesday in September 2009)

c) RESIGNATIONS:

HINTHORN CEMETERY DISTRICT

Mr. Melvin L. Scarbeary
107 Babette Drive
Lexington, IL 61753
(Deceased)

McLEAN COUNTY REGIONAL PLANNING COMMISSION

Ms. Christine Brauer
13943 N. Rengel Dr.
Bloomington, IL 61704

SANGAMON RIVER DRAINAGE DISTRICT

Mr. Eugene Williams
28240 E. 975 North Road
Ellsworth, IL 61736

- d) Request Approval of a Resolution Recognizing
the Community Benefit of the David Davis
Historical Site and Moraine View State Park and
Opposing the Proposed Closing of these Sites 1
- e) Request Approval of a Resolution Recognizing
the Economic Impact of the Pontiac Correctional
Center and Opposing the Proposed Closing of
The Pontiac Correctional Center 2

- f) Announcement of Procedure and Calendar for Appointment of County Board Member to fill Vacant seat in District #6
 - g) Request Approval of Intergovernmental Agreement with Normal Police Department for Access to the County's AFIX Machine – Information Technologies 3-6
 - 2) Items to be Presented to the Board: 7
 - a) Information Technologies Status Report
 - b) General Report
 - c) Other
- B. Transportation Committee – Chairman Hoselton
 - 1) Items to be Presented to the Board:
 - a) Request Approval of Resolution and Bid Results from August 26, 2008 County Non-MFT Construction Letting
 - b) General Report
 - c) Other
- C. Finance Committee – Vice Chairman Owens
 - 1) Items to be Presented for Action:
 - a) Request Approval of an Emergency Appropriation Ordinance Amending the Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance – Recorder's Document Storage Fund 0137, Recorder's Officer 8-9
 - b) Request Approval of County Board Resolution Authorizing Acceptance of 2009 Downstate Operating Assistance Grant No. OP-09-33-IL, Contract Number 3823 with the State of Illinois – Building and Zoning 10-13
 - c) Request Approval of Downstate Public Transportation Operating Assistance Grant Agreement between the State of Illinois Department of Transportation Division of Public and Intermodal Transportation and McLean County – Building and Zoning 14-29
 - 2) Items to be Presented to the Board:
 - a) Request Approval of a Contract between McLean County and Cott Systems for Indexing of Documents and Redaction of Social Security Numbers – Recorder's Office
 - b) General Report
 - c) Other

- D. Justice Committee – Chairman Renner
- 1) Items to be Presented for Action:
 - a) Request Approval of an Expanding Multi-Jurisdictional Narcotics Unit Task Force 6 Grant in the Amount of \$64,106.00 from the Department of Justice – Sheriff's Department
 - 2) Items to be Presented to the Board:
 - a) Request Approval of a Resolution of the McLean County Board Proclaiming Tuesday, September 25, 2008 *"It's Time to Talk Day"* and the Month of October 2008 as *"Domestic Violence Awareness Month"* in McLean County – State's Attorneys Office
 - b) General Report
 - c) Other
- E. Land Use and Development Committee – Chairman Gordon
- 1) Items to be Presented to the Board:
 - a) Request Approval of Application for a Waiver of Preliminary Plan Requirements and a one lot final Subdivision Plat for the E.J.J. Subdivision which is Located in Chenoa Township at 2658 N. 2850 East Road, Chenoa, IL, File No. S-08-09
 - b) General Report
 - c) Other
- F. Property Committee – Chairman Bostic
- 1) Items to be Presented to the Board:
 - a) Request Approval to Award the Bids for the County Highway Department Standby Generator – Highway Department
 - b) Request Approval of Change Order #1 for the County Highway Department Vehicle Storage Building – Highway Department
 - c) Request Approval of Bid to Remodel County Recorder's Office – Facilities Management Department
 - d) General Report
 - e) Other
- G. Report of the County Administrator
- 1) Items to be Presented to the Board:
 - a) General Report
 - b) Other

6. Other Business and Communications
7. Recommend Payment of Bills and Approval of Transfers, if any, to County Board
8. Adjournment

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A RESOLUTION of the McLEAN COUNTY BOARD
RECOGNIZING THE COMMUNITY BENEFIT OF THE
DAVID DAVIS STATE HISTORIC SITE AND MORAINÉ VIEW STATE PARK
AND
OPPOSING THE PROPOSED CLOSING OF THESE SITES

WHEREAS, it has been announced that a series of budget cuts will close the David Davis Mansion State Historic Site and Moraine View State Park; and,

WHEREAS, the David Davis Mansion State Historic Site is an important site in the preservation of our political history, particularly at a juncture when so many economic opportunities will be lost as the Lincoln Bicentennial year is approaching; and,

WHEREAS, Moraine View State Park is an invaluable site providing natural resource conservation and recreational activities to over 290,000 visitors per year; and,

WHEREAS, the State of Illinois has made substantial public capital investments in each of these sites which should not be threatened by reduced care; and,

WHEREAS, these facilities are economic engines for the communities in which they are located, attracting tourism dollars that are spent in these communities; and,

WHEREAS, at its regular meeting on Tuesday, September 9, 2008, the Executive Committee recommended that the McLean County Board approve and adopt a Resolution recognizing the community benefit of the David Davis State Historic Site and Moraine View State Park, and opposing the proposed closing of these sites; now, therefore,

BE IT RESOLVED by the McLean County Board, now meeting in regular session, as follows:

- (1) The McLean County Board herewith recognizes the community benefit and economic impact of the David Davis State Historic Site and Moraine View State Park on the central Illinois economy and expresses its opposition to the proposed closing of these sites.
- (2) The McLean County Board herewith directs that a certified copy of this Resolution be sent to the Office of the Governor of the State of Illinois, the Director of the Illinois Department of Natural Resources, the Director of the Illinois Historic Preservation Agency, and the members of the Illinois General Assembly who represent McLean County.

ADOPTED by the McLean County Board this 16th day of September, 2008.

ATTEST:

APPROVED:

Peggy Ann Milton, Clerk of the County Board
McLean County, Illinois

Matt Sorensen, Chairman
McLean County Board

A RESOLUTION of the McLEAN COUNTY BOARD
RECOGNIZING THE ECONOMIC IMPACT OF THE
PONTIAC CORRECTIONAL CENTER and
OPPOSING THE PROPOSED CLOSING of the
PONTIAC CORRECTIONAL CENTER

WHEREAS, the Pontiac Correctional Center is a significant employer in central Illinois, providing jobs to citizens who live in McLean County and purchasing goods and services from other local employers in Livingston County and McLean County; and,

WHEREAS, as a result of investments made by the State of Illinois in new facilities at the Pontiac Correctional Center, the Pontiac Correctional Center has specialized housing units to segregate inmates and to house inmates with serious mental health problems; and,

WHEREAS, the Pontiac Correctional Center is a needed facility that protects the citizens of Illinois by incarcerating violent offenders; and,

WHEREAS, the proposal to close the Pontiac Correctional Center will have a significant economic impact on the Central Illinois regional economy, including the loss of many jobs and a corresponding decrease in the purchase of goods and services from local businesses; and,

WHEREAS, at its regular meeting on Tuesday, September 9, 2008, the Executive Committee recommended that the McLean County Board approve and adopt a Resolution recognizing the economic impact of the Pontiac Correctional Center and opposing the proposed closing of the Pontiac Correctional Center; now, therefore,

BE IT RESOLVED by the McLean County Board, now meeting in regular session, as follows:

- (1) The McLean County Board herewith recognizes the economic impact of the Pontiac Correctional Center on the central Illinois economy and expresses its opposition to the proposed closing of the Pontiac Correctional Center.
- (2) The McLean County Board herewith directs that a certified copy of this Resolution be sent to the Office of the Governor of the State of Illinois, the Director of the Illinois Department of Corrections, the members of the Illinois General Assembly who represent McLean County, the Mayor of the City of Pontiac and the Chairman of the Livingston County Board.

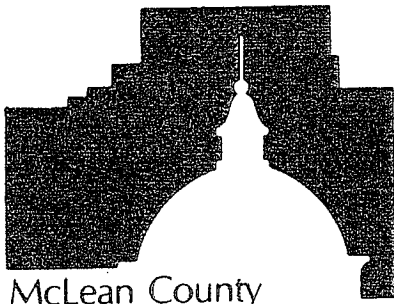
ADOPTED by the McLean County Board this 16th day of September, 2008.

ATTEST:

APPROVED:

Peggy Ann Milton, Clerk of the County Board
McLean County, Illinois

Matt Sorensen, Chairman
McLean County Board



INFORMATION SERVICES

(309) 888-5100 FAX (309) 888-5124

115 E. Washington, Room 202 P.O. Box 2400

Bloomington, Illinois 61702-2400

**Request Approval
Of Intergovernmental Agreement
With Town of Bloomington
To Provide Network Access to Digital Fingerprints**

September 9, 2008

To the Honorable Members of the McLean County Executive Committee and the
McLean County Board:

Information Technologies respectfully requests approval of the attached
intergovernmental agreement. Currently fingerprints are captured digitally in our jail by
our Identix Livescan machine. These fingerprints are then transmitted to the BOI
(Bureau of Identification) for matching and records purposes.

Recently the Town of Normal Police Department purchased an AFIX Tracker system
which will allow the NPD to work directly with fingerprints they obtain while working
cases.

This intergovernmental agreement provides for allowing the secure transmission of
fingerprints to the AFIX Tracker machine in Normal. In the case of a court ordered
expungement, the responsibility for expunging fingerprints from the AFIX Tracker will
remain with Normal.

There is no additional cost incurred by the County in the implementation of these
agreements, other than minimal staff assistance in configuring the network to
accommodate the new device. An agreement identical to this was approved by the Board
in October of 2007 with the City of Bloomington.

Information Technologies respectfully requests the approval of the attached agreement.

Respectfully submitted,

Craig Nelson

Craig Nelson
Director, McLean County Information Technologies

INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF NORMAL AND THE COUNTY OF MCLEAN TO PROVIDE NETWORK ACCESS FOR THE AFIX TRACKER EQUIPMENT

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution, Town of Normal (hereinafter "Normal") is permitted to enter into Intergovernmental Agreements to obtain or share services with the County of McLean (hereinafter the "County"); and

WHEREAS, the County is a body politic and corporate and, pursuant to Article VII, Section 10 of the Illinois Constitution, is permitted to enter into Intergovernmental Agreements to obtain or share services with Normal, and

WHEREAS, Normal desires to maintain an AFIX Tracker system which processes automated fingerprint and palm print identification; and

WHEREAS, the AFIX Tracker system requires itself to communicate with the Livescan system maintained in the McLean County Jail, and

WHEREAS, all fingerprints and palms prints made through this AFIX Tracker system are recorded and used for identification, and

WHEREAS, Normal and the County deem it to be in their best interests to enter into an Intergovernmental Agreement to make available network connectivity between the AFIX tracker and the Livescan machine housed within the McLean County Jail,; now, therefore

IT IS HEREBY AGREED AS FOLLOWS:

The County shall:

1. Allow the Town of Normal limited network access to the County's Livescan machine as mutually determined by the McLean County Information Technologies Department and Town of Normal Information Technologies Department.
2. Provide to Normal, on a best efforts basis, access to the Livescan equipment system at a 95% level, 7 days per week, 24 hours per day. However, when the County deems that it is necessary to upgrade the operating system, software version or associated networking equipment, the system may be temporarily unavailable. Notwithstanding, catastrophes such as hardware failure and/or loss of power can and will occur. Therefore, availability and restoration of access to the Livescan system will be provided as soon as possible.
3. To the extent permitted under State and Federal law, indemnify and hold Normal harmless from all causes of action and the costs of defending any such actions arising out

of the performance of county's contractual duties under this Intergovernmental Agreement.

Normal shall:

1. Be solely responsible for the cost, installation, and maintenance of the computer hardware and communication networks required to install the AFIX Tracker equipment system at their location.
2. Agree to not unlawfully disclose, copy, or change or provide any of the information retrieved to any other person, entity, municipality, or corporation, and to refrain from damaging or losing data contained within the system. If Normal or its agents or employees do damage or lose data contained within the system, damages recoverable by the County will be limited to actual damages incurred.
3. Normal shall, to the extent permitted under State and federal law, indemnify and hold the County harmless from all causes of action and the costs of defending any such actions arising out of the performance of Normal's contractual duties under this Intergovernmental Agreement.

Normal and the County agree that:

1. This Intergovernmental Agreement shall be binding upon both parties until and unless amended by agreement of the parties, provided, however, that either party may unilaterally terminate this Agreement with 30 days written notice to the other party.
2. The County is not obligated to purchase or continue to use equipment based upon that equipment's compatibility with the AFIX Tracker system.
3. In the event a Court orders an expungement of a scanned record, the County shall be responsible for expunging records stored within its Livescan machine and Normal shall be responsible for expunging records stored within the AFIX Tracker system.
4. This Intergovernmental Agreement is severable, and the validity or unenforceability of any provision of the Agreement, or any part hereof, shall not render the remainder of this Agreement invalid or unenforceable.
5. This Intergovernmental Agreement shall continue in full force and effect commencing upon the date the last party to this Agreement has signed until such time as it may be amended or revised by the same action that caused its adoption, or terminated as provided above.

6. Normal and the County hereto agree that the foregoing constitutes all of the Agreement and in witness whereof, the parties have affixed their respective signatures and certifications on the dates indicated below.

Normal and the County hereto agree that the foregoing constitutes all of the Agreement and in witness whereof, the parties have affixed their respective signatures and certifications on the dates indicated below.

For the Town of Normal:

For McLean County:

Chris Koos, Mayor
Town of Normal

Matt. Sorensen, Chairman
McLean County Board

ATTEST:

ATTEST:

Wendy Briggs, City Clerk
Town of Normal, Illinois

Peggy Ann Milton,
Clerk of the McLean County Board,
McLean County, Illinois

Kent Crutcher, Chief
Normal Police Department

Mike Emery, Sheriff
McLean County Sheriff

**INFORMATION SERVICES**

(309) 888-5100 FAX (309) 888-5124

115 E. Washington, Room 202 P.O. Box 2400

Bloomington, Illinois 61702-2400

**Information Technologies Status Report
September 9, 2008**

To the Honorable Members of the McLean County Executive Committee and the McLean County Board:

Following is a brief summary of issues recently addressed by Information Technologies.

General Administration:

- Budget Preparation
- Child Support Dataload Project Management
- Worked on GIS issues.
- Worked on speaking engagement for Digital Summit
- Worked on Intergovernmental Agreement with Town of Normal

Hardware/Network

- Deployed PCs to all Law & Justice Center Offices
- Deployed PCs to backup EMA center
- Training for Exchange 2003-2007 Migration

Programming/Database/Web

- Working on converting EJS to web-based platform
- Coordinating with Crimecog on Child Support dataload.
- Received initial dataload for Child Support

Respectfully submitted,

Craig Nelson

Craig Nelson
Director of McLean County Information Technologies

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2008
Combined Annual Appropriation and Budget Ordinance
County Recorder's Document Storage Fund 0137, County Recorder's Office 0006**

WHEREAS, the McLean County Board, on November 20, 2007, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2008 Fiscal Year beginning January 1, 2008 and ending December 31, 2008; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the County Recorder's Document Storage Fund; and,

WHEREAS, the Finance Committee, at a meeting on September 3, 2008, approved and recommended to the County Board an Emergency Appropriation Ordinance from the County Recorder's Document Storage Fund to fund a contract with Cott Systems for an amount not to exceed \$239,500.00 to index documents and redact Social Security numbers from documents; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to make an Emergency Appropriation from the unappropriated fund balance of the County Recorder's Document Storage Fund 0137 in the amount of \$ 89,767.00.

2. That the County Treasurer is directed to amend the fiscal year 2008 Combined Annual Appropriation and Budget Ordinance by increasing the following line-item appropriation:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
0137-0006-0008-0400.0000			
Unappropriated Fund Balance	\$ 385,963.00	\$ 89,767.00	\$475,730.00

3. That the County Auditor is directed to amend the fiscal year 2008 Combined Annual Appropriation and Budget Ordinance by adjusting the following line-item appropriations:

	<u>ADOPTED</u>	<u>CHANGE</u>	<u>AMENDED</u>
0137-0006-0008-0706.0001			
Contractual Services	\$ 100,000.00	\$ 89,767.00	\$ 189,767.00

(2)

4. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Recorder, County Treasurer, County Auditor, and the County Administrator.

ADOPTED by the McLean County Board this 16th day of September, 2008.

ATTEST:

APPROVED:

Peggy Ann Milton, Clerk of the County Board
McLean County, Illinois

Matt Sorensen, Chairman
McLean County Board

Ea_recorder_docstoraug08.fin.doc

McLEAN COUNTY - GRANT INFORMATION FORM

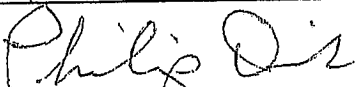
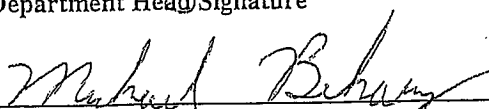
General Grant Information

Requesting Agency or Department: Department of Building and Zoning for SHOW BUS		This request is for: <input type="checkbox"/> A New Grant <input checked="" type="checkbox"/> Renewal/Extension of Existing Grant	
Granting Agency: Illinois Department of Transportation		Grant Type: <input type="checkbox"/> Federal, CFDA #: <input checked="" type="checkbox"/> State <input type="checkbox"/> Other	Grant Date: Start: July 1, 2008 End: June 30, 2009
Grant Title: Downstate Public Transportation Operating Assistance Grant			
Grant Amount: \$636,500		Grant Funding Method: <input checked="" type="checkbox"/> Reimbursement, Receiving Cash Advance <input checked="" type="checkbox"/> <input type="checkbox"/> Pre-Funded	
Match Amount (if applicable): Required Match :\$286,425 Overmatch: \$		Expected Initial Receipt Date: September 30, 2008	
Grant Total Amount: \$922,925		Source of Matching Funds (if applicable): Section 5311 funds from the Federal Government	
Will it be likely to obtain this grant again next FY? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Equipment Pass Through? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Monetary Pass Through? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Grant Costs Information

Will personnel be supported with this grant: <input type="checkbox"/> Yes (complete personnel portion below) <input checked="" type="checkbox"/> No		A new hire will be responsible for financial reporting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																									
<table border="1"> <thead> <tr> <th colspan="2">Grant Expense Chart</th> </tr> <tr> <th>Personnel Expenses</th> <th>Costs</th> </tr> </thead> <tbody> <tr> <td>Number of Employees:</td> <td>0</td> </tr> <tr> <td>Personnel Cost</td> <td>\$0</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td>\$0</td> </tr> <tr> <td>Total Personnel Cost</td> <td>\$0</td> </tr> <tr> <td colspan="2">Additional Expenses</td> </tr> <tr> <td>Subcontractors</td> <td>\$922,925</td> </tr> <tr> <td>Equipment</td> <td>\$0</td> </tr> <tr> <td>Other</td> <td>\$0</td> </tr> <tr> <td>Total Additional Expenses</td> <td>\$0</td> </tr> <tr> <td>GRANT TOTAL</td> <td>\$922,925</td> </tr> </tbody> </table> <p><i>Grant Total must match "Grant Total Amount" from General Grant Information</i></p>		Grant Expense Chart		Personnel Expenses	Costs	Number of Employees:	0	Personnel Cost	\$0	Fringe Benefit Cost	\$0	Total Personnel Cost	\$0	Additional Expenses		Subcontractors	\$922,925	Equipment	\$0	Other	\$0	Total Additional Expenses	\$0	GRANT TOTAL	\$922,925	Description of equipment to be purchased: N/A Description of subcontracting costs: Rural public transportation costs to provide service to Ford, Livingston, Iroquois, DeWitt and McLean Counties. Other requirements or obligations: None	
Grant Expense Chart																											
Personnel Expenses	Costs																										
Number of Employees:	0																										
Personnel Cost	\$0																										
Fringe Benefit Cost	\$0																										
Total Personnel Cost	\$0																										
Additional Expenses																											
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Equipment	\$0																										
Other	\$0																										
Total Additional Expenses	\$0																										
GRANT TOTAL	\$922,925																										

Responsible Personnel for Grant Reporting and Oversight:

	8-27-08
Department Head Signature	Date
	8-27-08
Grant Administrator/Coordinator Signature (if different)	Date

OVERSIGHT COMMITTEE APPROVAL

Chairman	Date
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Form Date: 4/21/06



INTER-OFFICE COMMUNICATION
DEPARTMENT OF BUILDING AND ZONING
Phone: 888-5160

TO: Finance Chair and Finance Committee
FROM: ^{MSB} Mike Behary, County Planner
DATE: August 25, 2008
RE: **SHOW BUS Items**

The Illinois Department of Transportation (IDOT) has approved our application for FY 2009 Downstate Operating Assistance to operate SHOW BUS, which provides rural public transportation for McLean, Livingston, Ford, DeWitt, and Iroquois counties. The attached letter from IDOT explains the grant approval process. The County Board needs to approve the attached resolution that authorizes the County Board chairman to sign the attached grant agreement.

Attachments:

1. Letter from IDOT,
2. County Board Resolution authorizing acceptance of 2009 Downstate Operating Assistance Grant No. OP-09-33-IL, Contract number 3823 with the State of Illinois, and
3. Contract number 3823 Operating Assistance Grant for the fiscal year of 2009

Laura Dick the Director of SHOW BUS and I will be present at the September 2nd Finance Committee meeting to answer any questions or concerns. Please call me if I can be of further assistance.



Illinois Department of Transportation

Division of Public and Intermodal Transportation
300 West Adams Street / 2nd Floor / Chicago, Illinois / 60606

August 22, 2008

TO: ALL FY 2009 DOWNSTATE OPERATING ASSISTANCE RECIPIENTS:

The Division of Public and Intermodal Transportation has reviewed and approved your agency's application for a FY 2009 Downstate Operating Assistance Grant.

To facilitate the processing of payments that your agency may receive, we are enclosing an interim contract in the amount of your agency's FY 2008 grant level. We anticipate that this figure will be adjusted to reflect the maximum level that your agency may receive for FY 2009, upon the final resolution of pending policy and legal issues that arise under the recently revised Act. Please note, however, that as set forth in the Act, your actual reimbursement will be based on 65% of your FY 2009 eligible expenses, within the limits established by law.

Please print up TWO copies of the enclosed contract, and have your authorized representative:

- Sign and date his/her signature on page 10 – BUT NOT the preceding paragraph that begins with, "IN WITNESS WHEREOF...";
- Print or type his/her name and title on page 10;
- sign and date both copies of Exhibits A and B; and
- return BOTH copies of the above, with ORIGINAL signatures, to the Department along with a completed legal opinion and board resolution authorizing this grant agreement.

For your reference, we are enclosing sample language with our minimum requirements for the legal opinion and board resolution. Upon receipt of the signed documents, we will secure the necessary Department signatures, and return a fully-signed Agreement for your files.

Please note that you may also submit any eligible payment requests. If you need additional information, please contact David Spacek, our Bureau Chief, at 312/793-2154 or David.Spacek@illinois.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joseph P. Clary', written over a horizontal line.

Joseph P. Clary
Director, Division of Public & Intermodal Transportation

cc: Ellen Schanzle-Haskins, Chief Counsel, IDOT
Ann Schneider, Director, Office of Finance & Administration
Dave Spacek, Bureau Chief, DPIT Downstate Area Programs

McLean County Board Resolution

Number _____

Resolution authorizing application for and acceptance of 2009 Downstate Operating Assistance Grant No. OP-09-33-IL, Contract No. 3823 with the State of Illinois

WHEREAS, the provision of public transit service is essential to the transportation of persons in the non-urbanized area; and

BE IT RESOLVED by the County Board of McLean County:

1. That McLean County ("Grantee") enter into a certain Downstate Public Transportation Operating Assistance Agreement, Contract No. 3823 Grant No. OP-09-33-IL ("Agreement") with the State of Illinois in order to obtain grant assistance under the provisions of the Illinois Downstate Public Transportation Act (30 IL CS 740/2-1, et. seq.).
2. That the County Board Chair (or, in the absence of the Chair or by direction of the Chair, the Vice Chair) of McLean County is hereby authorized and directed to execute the Agreement on behalf of McLean County for such assistance, or any subsequent amendment to the Agreement that increases the maximum assistance should additional funding become available for such purpose.
3. That the County Board Chair (or, in the absence of the Chair or by direction of the Chair, the Vice Chair) of McLean County is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to request and receive the Grant funding.

Presented and Adopted by the County Board of McLean County, Illinois this 16th day of September 2008

ATTEST:

APPROVED:

Peggy Ann Milton, County Clerk
McLean County, Illinois

Matt Sorensen, Chairman
McLean County Board

DOWNSTATE PUBLIC TRANSPORTATION
OPERATING ASSISTANCE GRANT AGREEMENT
between

THE STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
DIVISION OF PUBLIC AND INTERMODAL TRANSPORTATION

AND

MC LEAN COUNTY

Contract Number 3823

Grant Number OP-09-33-IL

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29	TAXPAYER IDENTIFICATION NUMBER
EX. A	SCHOOL BUS CERTIFICATION
EX. B	DRUG FREE WORKPLACE CERTIFICATION

This Agreement is made by and between the State of Illinois (hereinafter the "State"), acting by and through the Illinois Department of Transportation, Division of Public and Intermodal Transportation (hereinafter the "Department"), and McLean County (hereinafter the "Grantee," which term shall include its successors and assigns).

WHEREAS, the Grantee proposes to provide public transportation services in a downstate area of Illinois;

WHEREAS, the Grantee has made application to the Department under Article II of the Illinois Downstate Public Transportation Act, (30 ILCS 740/2-1 et seq., hereinafter the "Act"); the Department's implementing regulations thereunder (92 Illinois Administrative Code Part 653, hereinafter the "Rules") and the forms included in the Department's current "Downstate Public Transportation Operating Assistance Program" (hereinafter the "Standard Forms"); and

WHEREAS, the Department has approved the Grantee's application and has certified to the Illinois Department of Revenue the Grantee's boundaries and its eligibility to participate under the Act;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, this Agreement is made to provide state operating assistance funds to Grantee and to set forth the terms and conditions of such assistance.

ITEM 1 - PROJECT SCOPE

Grantee agrees to provide the public transportation services described in its final approved application and program of proposed expenditures approved by the Department, and in accordance with the Act, the Rules, the Standard Forms and all other applicable laws and regulations. Grantee shall not reduce, terminate, or substantially change such public transportation services without prior written notification to the Department.

ITEM 2 - PROJECT BUDGET

Under the Act, the Department enters into this grant agreement to implement Grantee's approved program of expenditures, within the following limitations:

- 1) in no event shall the amount paid under this Agreement exceed sixty-five percent (65%) of Grantee's eligible operating expenses incurred during fiscal year 2009, 30 ILCS 740/2-7 (b);
- 2) in no event shall the Grantee's appropriation in Fiscal Year 2009 be less than the Grantee's Fiscal Year 2008 appropriation, 30 ILCS 740/2-7 (b-10); and
- 3) in no event shall the amount paid under this Agreement together with any operating assistance received by the Grantee from any federal, state or local agency in fiscal year 2009 exceed Grantee's actual operating deficit for that year.

The Department has approved and agrees to make a grant in the estimated amount of \$636,500, subject to the limitations set forth above, the Act and the Rules.

In the event that combined state and federal operating assistance grants for fiscal year 2009 exceed Grantee's actual operating deficit, Grantee agrees to remit to the State any excess funds received. For purposes of this Agreement, the term "operating deficit" shall have the meaning set forth in Section 2-2.03 of the Act (30 ILCS 740/2-2.03) "the amount by which eligible operating expenses exceed revenue from fares, reduced fare reimbursements, rental of properties, advertising, and any other amounts collected and received by a provider of public transportation, which, under standard accounting practices, are properly classified as operating revenue or operating income attributable to providing public transportation and revenue from any federal financial assistance received by the participant to defray operating expenses or deficits. For purposes of determining operating deficits, local effort from local taxes or its equivalent shall not be included as operating revenue or operating income."

Grantee agrees to commit the necessary local funding to cover costs incurred in providing public transportation which are not reimbursed under this Agreement or by other federal, state or local assistance programs.

ITEM 3 - SUBJECT TO APPROPRIATIONS CLAUSE

This Agreement is contingent upon the availability of sufficient funds and the appropriation of such funds as required by law.

ITEM 4 - PAYMENT PROCEDURES

The Department shall make quarterly payments to Grantee for eligible operating expenses upon occurrence of the following conditions:

- a) The Department receiving, 30 days before the start of a quarter, the required requisition forms and Estimated Quarterly Financial Report for that quarter (see Standard Forms), or, the Department receiving, 30 days after the end of a quarter, the required requisition forms and Actual Quarterly Financial Report for that quarter.
- b) The Department receiving the Actual Financial Quarterly Report for the first, second, third and fourth quarters no later than December 1, March 1, May 1, and August 1 respectively (see Standard Forms).
- c) The Department determining if and to what extent the request is for eligible operating expenses incurred in conformity with Grantee's approved application.

The Department may make adjustments in the third and fourth quarters to reflect actual eligible operating expenses for preceding quarters. Grantee agrees that payment shall not constitute a final determination by the Department of the allowability of such expense and shall not constitute a waiver of any violation of the terms of this Agreement. The Department reserves the right to offset any payment to satisfy any monetary claims that the Department may have outstanding against Grantee.

ITEM 5 - ELIGIBLE OPERATING EXPENSES

Eligible operating expenses consist of the following:

- (a) employee wages and benefits;
- (b) materials, fuels and supplies;
- (c) rental of facilities;
- (d) taxes other than income taxes;
- (e) payment for debt service (including principal and interest) on equipment or facilities owned by Grantee;
- (f) equipment purchases which do not exceed \$5,000;
- (g) administrative costs associated with capital projects which are not reimbursed elsewhere;
- (h) repairs to buildings, equipment or vehicles which do not extend the useful life of same;
- (i) reasonable expenses and compensation for Grantee's board members or trustees; and
- (j) any other expenditure which the Department determines is an eligible operating expense according to generally accepted standard accounting practices for public transportation operations.

ITEM 6 - INELIGIBLE OPERATING EXPENSES

Ineligible operating expenses include:

- (a) depreciation;
- (b) amortization or depreciation of any intangible assets;
- (c) debt service on capital assets acquired with the assistance of capital grant funds provided by the State;
- (d) profit or return on investments;
- (e) excessive payments to associated entities;
- (f) any expense eligible for federal funding under a capital assistance program;
- (g) costs reimbursed under Sections 6 or 8 of the Federal Transit Act, as amended (49 App. U.S.C.A. Sections 1605 and 1607) or under any other federal, state or local program;

- (h) entertainment expenses;
- (i) charter, school bus and sightseeing expenses;
- (j) fines and penalties;
- (k) charitable donations;
- (l) interest expense on long-term borrowing and debt retirement other than on publicly-owned equipment and facilities;
- (m) income taxes;
- (n) expenses associated with compliance with the Single Audit Act (31 U.S.C. 7501 et seq);
- (o) expenses for freight haulage provided by Grantee;
- (p) any expense reimbursed from insurance;
- (q) maintenance of vehicles which are not used for public transportation or to support operations (e.g., supervisory and maintenance vehicles); and
- (r) any other expense determined by the Department as ineligible.

ITEM 7 - RECORD RETENTION

All costs charged to the Project shall be supported by properly executed and clearly identified payrolls, time records, invoices, contracts, vouchers or checks evidencing in detail the nature and propriety of the charges. Such documentation shall be readily accessible on site at least until Project closeout.

The Grantee shall maintain, for a minimum of three years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General or the Department (hereinafter "Auditing Parties"); and the Grantee agrees to cooperate fully with any audit conducted by the Auditing Parties and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

If any litigation, claim, negotiation, audit or other action involving the records has been started prior to the expiration of the three-year period, Grantee shall retain the records for three years after completion of the action and resolution of all issues arising from it.

ITEM 8 - INSPECTION AND AUDIT

Grantee shall permit, and shall require its contractors and auditors to permit, the Department, and any authorized agent of the Department, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Department may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout.

Grantee agrees to permit the Department to conduct scheduled or unscheduled inspections of Grantee's public transportation services. Such inspections shall be conducted at reasonable times, without unreasonable disruption or interference with any transportation service or other business activity of the Grantee or any Service Board.

Grantee agrees to notify the Department of any pending federal triennial review as soon as it is scheduled and to permit the Department to attend same.

ITEM 9 - GRANTEE'S INDEPENDENT AUDIT

Grantee shall select an independent Certified Public Accountant to perform an audit pursuant to the requirements of Section 653.410 of the Rules. The standards for selection of the auditor and the scope and contents of the audit are contained in Section 653.410 of the Rules; Grantee and its auditor shall become familiar with the Rules and adhere to its provisions in completion of the audit. The audit shall also be completed in conformity with the Single Audit Act (31 USC 7501 et seq), and shall include a statement, if applicable, that any allocation of revenues and expenses to the program of approved expenditures funded under this Agreement is in accordance with a cost allocation plan approved by the Department. Grantee's audit must include a separate Schedule of Revenues and Expenses, as prescribed by the Department, for the grant made under this Agreement which clearly identifies total expenditures and revenues, eligible expenses and revenues, and any operating deficit; and includes a final reconciliation statement of overpayments payable to or underpayments due from the State. Grantee's independent audit shall be submitted to the Department no later than 180 days following the last day of the fiscal year.

ITEM 10 - PROJECT CLOSEOUT

Grantee agrees to implement any audit findings contained in the Department's final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review. Upon the Department's acceptance of final audit results, the Department may arrange for a final reconciliation payment to or from Grantee, as necessary. The Department shall consider the Project closed when the reconciliation payment is made, either by the Department or by Grantee. The Department shall send notification to Grantee that the grant is closed. Payment issues, audit issues or any other matters pertaining to the grant may not be subsequently raised and are forever settled upon Project closeout. Closeout shall be subject to any continuing obligations imposed on the Grantee by this Agreement or contained in the final notification from the Department.

ITEM 11 - PROHIBITED INTERESTS

Grantee and its contractors shall not enter into any contract, subcontract or arrangement in connection with the Project, or any property included or planned to be included in the Project, in which any member, officer, or employee of Grantee, or the locality in which Grantee operates, during his or her tenure in office, or for one year thereafter, has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, and if such interest is immediately disclosed to Grantee and such disclosure is entered upon the minutes of the Grantee, the Grantee may, with the prior approval of the Department, waive the prohibition herein; provided however, that any such member, officer or employee shall not participate in any action by Grantee or the locality relating to such contract, subcontract or arrangement.

Grantee shall insert in all contracts related to the Project or to property included or planned to be included in the Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of (insert Grantee's name) or of (insert name of locality in which Grantee operates) shall have during his or her tenure, or for one year thereafter, any interest, direct or indirect, in this contract or the proceeds thereunder."

This Item shall not apply to any agreement between Grantee and its fiscal depositories, or to any agreement for utility services for which the rates are fixed or controlled by a governmental agency.

ITEM 12 - NON-COLLUSION

Grantee warrants that it has not paid and agrees not to pay any bonus, commission, fee, or gratuity for the purpose of obtaining any approval of its application or execution of this Agreement.

No state officer or employee, or member of the Illinois General Assembly, or officer, employee or member of any unit of local government which contributes to Project funds, or immediate family member of any of the above, shall be admitted to any share or part of this Agreement or to any benefit arising thereunder.

ITEM 13 - CODE OF ETHICS

Grantee shall maintain a written code or standard of conduct which shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer or agent of the Grantee shall participate in the selection, or in the award or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

1. the employee, officer or agent;
2. any member of his immediate family;
3. his or her partner; or
4. an organization which employs, or is about to employ, any of the above.

The code shall also provide that Grantee's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. Grantee may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of intrinsic value.

To the extent permitted by state or local law or regulations, Grantee's code of ethics shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the Grantee's officers, employees or agents, or by contractors or their agents.

ITEM 14 - UNLAWFUL DISCRIMINATION

A. Human Rights: Grantee agrees not to commit unlawful discrimination in employment as that term is used in Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.); agrees to take affirmative action to ensure that no unlawful discrimination is committed; and agrees that the Illinois Equal Employment Opportunity Clause referenced in Section 2-105 of the Human Rights Act (775 ILCS 5/2-105) and contained in the regulations promulgated thereunder (44 Ill. Admin. Code Part 750), is incorporated into this Agreement and into all contracts let for or related to the Project.

B. Sexual Harassment: The Grantee shall have written sexual harassment policies that include at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request.

ITEM 15 - SCHOOL BUS OPERATIONS

Pursuant to 20 ILCS 2705/49.19, Grantee agrees not to engage in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are able to provide adequate transportation at reasonable rates, in conformance with applicable safety standards. However, this requirement shall not apply if Grantee operates a school system in the locality and operates a separate and exclusive school bus program for the school system. Grantee's certification regarding school bus operations is signed and attached to this Agreement as Exhibit A.

ITEM 16 - GRANTEE'S WARRANTIES

Grantee warrants that it has the requisite fiscal, managerial, and legal capability to carry out the Project and to receive and disburse Project funds. Grantee agrees to initiate and consummate all actions necessary to enable it to enter into this

Agreement. Grantee warrants that there is no provision in its charter, bylaws, or any rules, regulations, or legislation which prohibits, voids, or otherwise renders unenforceable against Grantee any provision or clause of this Agreement. Grantee warrants further that it has paid all federal, state and local taxes levied or imposed and will continue to do so, excepting only those which may be contested in good faith. Grantee agrees that upon execution of this Agreement, Grantee will deliver to the Department: 1) an opinion of counsel, acceptable to the Department, that this Agreement is legally binding upon Grantee, and that there is no pending litigation concerning the authority of Grantee to enter into this Agreement; and 2) a certified copy of a resolution authorizing the execution of this Agreement.

ITEM 17 - DRUG FREE WORKPLACE

Grantee agrees to comply with the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and has signed the Drug Free Workplace Certification attached to this Agreement as Exhibit B.

ITEM 18 - INDEMNIFICATION AND INSURANCE

Grantee agrees to hold harmless and indemnify the Department and the State from any and all liabilities, losses, expenses (including attorney's fees), damages (including loss of use), demands and claims arising out of or in connection with the Project, and shall defend any suit or action brought against it and/or the Department, whether at law or in equity, based on any such alleged injury (including death) or damage. Grantee shall pay all damages, judgments, costs and expenses in connection with said demands and claims resulting therefrom. The Department agrees to promptly notify Grantee in writing of the assertion of any such claim, suit or action in which the State or the Department is a defendant.

Grantee agrees that it will take out and maintain at its own cost and expense, for the duration of the Project, such policies of insurance in companies, as will protect Grantee from any claims for damages to property or for bodily injury (including death), which may arise from the Project.

ITEM 19 - INDEPENDENCE OF GRANTEE

In no event shall Grantee or any of its contractors be considered agents or employees of the Department or the State. The Grantee agrees that none of its employees, agents or contractors will hold themselves out as, or claim to be, agents, officers or employees of the Department or the State, and will not make any claim, demand or application to or for any right or privilege applicable to an officer, agent or employee of the State, including, but not limited to, rights and privileges concerning worker's compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage or retirement membership or credit.

ITEM 20 - NON-WAIVER

Grantee agrees that in no event shall any action, including the making by the Department of any payment under this Agreement, constitute or be construed as a waiver by the Department of any breach of covenant or any default on the part of the

Grantee which may then exist; and any action, including the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department in respect to such breach or default. The remedies available to the Department under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.

ITEM 21 - TERMINATION, PAYMENT DELAY, RECALL

Upon written notice to the Grantee, the Department reserves the right to suspend or terminate all or part of the financial assistance provided by this Agreement, if the Grantee is, or has been, in violation of any of the terms of this Agreement or if the Department determines that the purpose of the Project would not be adequately served by continued financial assistance. Termination of any part of the Agreement will not invalidate obligations properly incurred by Grantee prior to the date of termination, to the extent that they cannot be cancelled. The Department may also elect, by written notice to the Grantee, to withhold or delay any or all payments under this Agreement, or any portion thereof; or, if payment or payments have already been made, to recall such payment or payments or any portion thereof. The Grantee agrees that upon receipt of such notice of recall, the Grantee shall immediately return such payments, or any portion thereof, which the Grantee has received.

ITEM 22 - DISPUTE RESOLUTION

In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Department and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Department. The Department shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Department's decision upon all claims, questions and disputes shall be final and conclusive.

ITEM 23 - PUBLIC INFORMATION

The Department and Grantee shall agree upon appropriate and reasonable means to inform the public, particularly the users of Grantee's public transportation services, of the state assistance provided under this Agreement.

ITEM 24 - AMENDMENT

The Parties agree that no change or modification to this Agreement shall be of any force or effect unless the amendment is dated and is reduced to writing and executed by both parties.

ITEM 25 - SEVERABILITY

The Parties agree that if any provisions of the Agreement shall be held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remaining provisions could then continue to conform with the purposes, terms and requirements of applicable law.

ITEM 26 - ASSIGNMENT

Grantee agrees that this Agreement shall not be assigned or transferred without the written consent of the Department and that any successor to Grantee's rights under this Agreement will be required to accede to all of the terms, conditions and requirements of this Agreement as a condition precedent to such succession.

ITEM 27 - DOCUMENTS FORMING THIS AGREEMENT

This Agreement, together with Exhibits A, and B, the Grantee's Application for the fiscal year as approved by and on file at the Department, and the Standard Forms constitute the entire agreement between the parties and supersede any and all prior agreements or understandings between the parties.

ITEM 28 - ETHANOL GASOLINE:

Pursuant to the Downstate Public Transportation Act (30 ILCS 740/2-15.1), Grantee hereby certifies that all gasoline burning motor vehicles operated under its jurisdiction use, if capable, fuel containing ethanol gasoline.

ITEM 29 - TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, the Grantee certifies that 376001569 is its correct Federal Taxpayer Identification Number. The entity is doing business as a governmental entity.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this _____ day of _____, 20____ by their duly authorized officials. This Agreement shall remain in effect until the 30th day of June, 2009.

Accepted on behalf of McLean County:

Signature of Authorized Representative

Type or Print Name of Authorized Representative

Date

Type or Print Title of Authorized Representative

Accepted on behalf of the State of Illinois, Department of Transportation:

Milton R. Sees, P.E.
Secretary of Transportation

By: _____
Joseph P. Clary
Director, Division of Public & Intermodal Transportation

Date

EXHIBIT A

CERTIFICATION BY GRANTEE NOT TO ENGAGE
IN SCHOOL BUS OPERATIONS

Pursuant to Section 49.19(6) of the Civil Administrative Code of Illinois (20 ILCS 2705/49.19(b)), as a condition of receiving grant monies from the Illinois Department of Transportation, the Grantee certifies that it is not engaged in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are available to provide adequate transportation at reasonable rates in conformance with applicable safety standards.

If the Grantee does engage in school bus operations exclusively for the transportation of students and school bus personnel as described above, then the Grantee certifies that it operates a school system in the area to be served and operates a separate and exclusive school bus program for the school system.

The Grantee further agrees and certifies that it shall immediately notify the Department in writing of its involvement in or its intention to become involved in any school bus operation prohibited by Section 49.19(6) of the Civil Administrative Code of Illinois after the date of this certification.

McLean County:

Signature of Authorized
Representative

Title

Date

EXHIBIT B

STATE OF ILLINOIS DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (30 ILCS 580/1 et seq.). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

Grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantee's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the Grantee's policy of maintaining a drug free workplace;
- (3) any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) the penalties that may be imposed upon an employee for drug violations.

- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the Department within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

McLean County:

Signature of Authorized
Representative

Title

Date

McLEAN COUNTY - GRANT INFORMATION FORM

General Grant Information

Requesting Agency or Department: McLean County Sheriff's Office on behalf of Task Force 6 Narcotics Unit # 406020		This request is for: <input type="checkbox"/> A New Grant <input checked="" type="checkbox"/> Renewal/Extension of Existing Grant	
Granting Agency: Department of Justice		Grant Type: <input checked="" type="checkbox"/> Federal, CFDA #: 16.579 <input type="checkbox"/> State <input type="checkbox"/> Other	Grant Date: Start: 10/01/2008 End: 09/30/2009
Grant Title: Expanding Multi-Jurisdictional Narcotics Unit Task Force 6			
Grant Amount: \$64,106.00		Grant Funding Method: <input checked="" type="checkbox"/> Reimbursement, Receiving Cash Advance <input type="checkbox"/> <input type="checkbox"/> Pre-Funded	
Match Amount (if applicable): Required Match: \$ 21,369.00 Overmatch: \$ 81,661.00		Expected Initial Receipt Date:	
Grant Total Amount: \$ 167,136.00		Source of Matching Funds (if applicable):	
Will it be likely to obtain this grant again next FY? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Equipment Pass Through? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Monetary Pass Through? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Grant Costs Information

Will personnel be supported with this grant: <input type="checkbox"/> Yes (complete personnel portion below) <input checked="" type="checkbox"/> No		A new hire will be responsible for financial reporting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																									
<table border="1"> <thead> <tr> <th align="center" colspan="2">Grant Expense Chart</th> </tr> <tr> <th align="left">Personnel Expenses</th> <th align="right">Costs</th> </tr> </thead> <tbody> <tr> <td>Number of Employees:</td> <td></td> </tr> <tr> <td>Personnel Cost</td> <td align="right">\$</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td align="right">\$</td> </tr> <tr> <td>Total Personnel Cost</td> <td align="right">\$</td> </tr> <tr> <td>Additional Expenses:</td> <td></td> </tr> <tr> <td>Subcontractors</td> <td align="right">\$</td> </tr> <tr> <td>Equipment</td> <td align="right">\$ 0.00</td> </tr> <tr> <td>Other</td> <td align="right">\$ 167,136.00</td> </tr> <tr> <td>Total Additional Expenses</td> <td align="right">\$ 0.00</td> </tr> <tr> <td>GRANT TOTAL</td> <td align="right">\$ 167,136.00</td> </tr> </tbody> </table>		Grant Expense Chart		Personnel Expenses	Costs	Number of Employees:		Personnel Cost	\$	Fringe Benefit Cost	\$	Total Personnel Cost	\$	Additional Expenses:		Subcontractors	\$	Equipment	\$ 0.00	Other	\$ 167,136.00	Total Additional Expenses	\$ 0.00	GRANT TOTAL	\$ 167,136.00	Description of equipment to be purchased: N/A Description of subcontracting costs: Monetary Pass Thru Grant to Task Force 6 Narcotics Unit Other requirements or obligations:	
Grant Expense Chart																											
Personnel Expenses	Costs																										
Number of Employees:																											
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Subcontractors	\$																										
Equipment	\$ 0.00																										
Other	\$ 167,136.00																										
Total Additional Expenses	\$ 0.00																										
GRANT TOTAL	\$ 167,136.00																										

Grant Total must match "Grant Total Amount" from General Grant Information

Responsible Personnel for Grant Reporting and Oversight:

Sheriff Mike Jansky
Department Head Signature

August 23, 2008
Date

N/A
Grant Administrator/Coordinator Signature (if different)

Date

OVERSIGHT COMMITTEE APPROVAL

Chairman

Date

Form Date: 4/21/06

PROGRAM TITLE: Expanding Multi-Jurisdictional Narcotics Units
AGREEMENT NUMBER: 406020
PREVIOUS AGREEMENT NUMBER(S): 405220, 405020, 404020, 403020, 402020, 401020, 400020, 4920, 4815, 4700, 4625, 4522, 4416
ESTIMATED START DATE: October 1, 2008
SOURCES OF PROGRAM FUNDING:
JAG Fund(FFY 08) Funds: \$ 64,106
Matching Funds: \$ 21,369
Over-Matching Funds: \$ 81,661
Total: \$ 167,136

IMPLEMENTING AGENCY: County of McLean
ADDRESS: Government Center
115 E. Washington, Suite 401
Bloomington, IL 61701
FEDERAL EMPLOYEE IDENTIFICATION NUMBER: 37-6001569
AUTHORIZED OFFICIAL: Matt Sorensen
TITLE: Chairman, McLean County Board
TELEPHONE: (309) 888-5110
PROGRAM FINANCIAL OFFICER: Rebecca McNeil
TITLE: Treasurer, County of McLean
TELEPHONE: (309) 888-5180

PROGRAM AGENCY: Task Force Six
ADDRESS: P.O. Box 1511
Bloomington, IL 61702-1511
PROGRAM DIRECTOR: M/Sgt. Ben Halloran
TITLE: Task Force Six Commander
TELEPHONE: (309) 452-9961
EMAIL: N/A

FISCAL CONTACT PERSON: Jennifer Miller
AGENCY: County of McLean
TITLE: Bookkeeper
TELEPHONE: (309) 888-5033
FAX: (309) 888-5072
EMAIL: N/A
PROGRAM CONTACT PERSON: Michael J. Reidy
TITLE: Chief of Police, City of Clinton
TELEPHONE: (217) 935-9441
FAX: (217) 935-4219
EMAIL: N/A

TASK FORCE 6
AGREEMENT # 406020
EXHIBIT A: PROGRAM NARRATIVE

I. SUMMARY OF PROGRAM

Task Force 6 is a multi-jurisdictional drug enforcement unit comprised of officers from the Illinois State Police, McLean County Sheriff's Department, Illinois State University Police Department, DeWitt County Sheriff's Department and Clinton Police Department. Task Force 6 is the only narcotics unit serving DeWitt County and rural McLean County. While the Bloomington Police and Normal Police have narcotics units, Task Force 6 provides ongoing assistance to these agencies working both in conjunction with these agencies and independently within the metro area of Bloomington and Normal. Task Force 6 remains the primary drug enforcement unit servicing the campus of Illinois State University which has a student population of 20,000. The population of DeWitt and McLean counties is approximately 167,000 residents. Task Force 6 is located in Normal near the population center of the Central Illinois area.

Task Force 6 strives to improve the quality of life for residents of McLean and DeWitt Counties via aggressive narcotics enforcement. As Task Force 6 is the only narcotics unit servicing the rural areas of these counties, Task Force 6 works closely with local law enforcement and communities to combat drugs in these smaller communities, including street level crimes. Task Force 6 narcotics enforcement operation also targets mid-level and large-scale wholesale narcotics distributors. Task Force 6 remains the primary major case investigative unit for complex, long term investigations for DeWitt and McLean counties and has a history of success in dismantling organized criminal drug enterprises. Federal funding has made the overall success of Task Force 6 possible by providing for training, supplies, contractual obligations and communications equipment such as Nextel phones. Federal funding has also provided for much needed administrative assistance to hire an office manager/asset forfeiture coordinator.

Task Force 6 continues to lease office space in Normal. At this time, it is anticipated that Task Force 6 will be forced to move due to the current facility lacking available parking. The building was partially sold to a business with several employees and the new owners are accorded the majority of the current parking spaces as they have the most square footage of the building. No government agencies in the local area have enough office space to accommodate Task Force 6 which forces Task Force 6 to continue to lease office space. Task Force 6 will continue to require federal funding in order to maintain office space for its operations. Although the move is anticipated within the Grant #406020 reporting period, Task Force 6 has not yet identified a new facility, nor obtained a lease agreement to calculate what the expense of the new facility will be.

II. REVIEW OF PROGRESS

Grant # 405220 listed the following goals, objectives, and performance indicators.

GOALS, OBJECTIVES, & PERFORMANCE INDICATORS *(The following goals, objectives, and performance indicators are for the 405220 Agreement)*

Goal: Combat illegal drug activity in rural communities.

Objective 1: Conduct a minimum of 2 Parolee Compliance Checks and or Fugitive Apprehension details per year in order to develop intelligence, cultivate police informants and establish liaisons with local law enforcement agencies by including them in the details conducted.

* No Parolee Compliance Checks have been conducted during this grant reporting period. One of the assigned Task Force 6 Inspectors was compromised during an undercover operation in which he was the Undercover Officer making hand to hand drug purchases. The defendant later explained that he recognized the officer from a previous Parolee Compliance Check in DeWitt County. Due to officer safety concerns, Task Force 6 has elected to not conduct these details.

On December 19, 2007, Task Force 6, in conjunction with the Bloomington Police Department and U.S. Marshals, conducted a Fugitive Apprehension detail which netted 18 arrests of Task Force 6 cases.

March 2008 thru April 2008, Task Force 6, with the assistance of the DeWitt County Sheriff's Department, Clinton Police Department and U.S. Marshals conducted an ongoing fugitive apprehension detail related to a Task Force 6 drug conspiracy case which netted 15 arrests.

Objective 2: Conduct 10 public presentations targeted toward rural towns outlining the dangers and effects of illegal drug use. Provide attendees with contact information for Task Force 6 in an effort to develop stronger community ties.

On October 23, 2007, Task Force 6 conducted two (2) Drug Awareness/Danger presentations to Blue Ridge High School students in Farmer City, IL. Each group consisted of approximately 15-20 students.

On October 25, 2007, Task Force 6 conducted a Drug Awareness Presentation to a local community group at the Chateau Hotel in Bloomington with approximately 60 people in attendance.

On October 26, 2007, Task Force 6 conducted a Drug Awareness/Danger presentation to the entire 7th grade (approximately 55 students) at TriValley middle school.

On March 9, 2008, Task Force 6 conducted a Drug Awareness/Danger presentation to a group of local church members in Lexington, IL with approximately 50 people in attendance.

On March 13, 2008, Task Force 6 conducted two (2) Drug Awareness/Danger presentations to Blue Ridge High School students in Farmer City, IL. Each group consisted of approximately 15-20 students.

On March 18, 2008, Task Force 6 conducted a Drug Awareness Presentation to a local community group of parents in Farmer City, IL with approximately 10 people in attendance.

On April 29, 2008, Task Force 6 conducted a Drug Awareness Presentation to the ISU Agricultural Fraternity with approximately 30 persons in attendance.

Goal: To aggressively pursue the importation of drugs into or through the McLean/DeWitt counties area.

Objective 1: Conduct 10 package interdiction details at the local UPS, DHL and Fex Ex facilities.

On April 7, 2008, Task Force 6 conducted a package interdiction detail at the UPS facility in Bloomington, IL.

Objective 2: Conduct 6 proactive details at local truck stops and rest areas in an effort to identify and arrest those persons bringing drugs into the area of Task Force 6.

On October 9, 2007, Task Force 6 conducted a rest area interdiction detail at the Funk's Grove Rest Area on I-55 McLean County.

On October 17, 2007, Task Force 6 conducted a rest area interdiction detail at the Funk's Grove Rest Area on I-55 McLean County.

On October 23, 2007, Task Force 6 conducted a rest area interdiction detail at the Funk's Grove Rest Area on I-55 McLean County.

On October 30, 2007, Task Force 6 conducted a rest area interdiction detail at the Funk's Grove Rest Area on I-55 McLean County.

On April 23, 2008, Task Force 6 conducted a truck stop interdiction detail in the Bloomington, IL area.

On April 29, 2008, Task Force 6 conducted a truck stop interdiction detail in the Bloomington, IL area.

Goal: Combat the Cocaine/Cannabis problem in the Task Force 6 area.

Objective 1: Provide 80 hours of goal specific training to address the problem. At least 2 agents will attend advanced training in undercover officer operations and narcotics enforcement in order to learn how to better conduct these types of operations and investigations.

On November 3-7, 2007, a Task Force 6 Inspector attended a 40hour High Risk Raid Event Planning training course.

On November 3-7, 2007, two Illinois State Police Task Forcemembers attended a 32-hour Drug Unit Commander training course for a total of 64 hours training.

On February 29, 2008, seven Task Force 6 Inspectors attended an 8hour Hotel/Motel Interdiction and Consensual Encounter training course hosted by the IDEOA in Bloomington, IL.

On March 19-21, one Illinois State Police Task Force officer attended a 16hour Narco-Terrorism training course in Springfield, IL.

On April 28-30, 2008, two Task Force 6 Inspectors attended a 24hour Street Crimes training course at the Clinton Nuclear Power Plant in DeWitt County.

III. STATEMENT OF PROBLEM

Drugs and drug related crimes continue to remain a problem to the Task Force 6 area. The influx of drugs to the university campus area of Normal, IL, continues to generate a large number of cases and arrests. Task Force 6 has noted an increase in illegal prescription drug activity. Methamphetamine cases in the operational area of Task Force 6 including McLean and DeWitt counties are near non-existent.

Crack cocaine and cocaine continue to represent a large number of Task Force 6 cases. Task Force 6 has established a strong working relationship with many local police agencies that continues to improve to combat this problem. Task Force 6 enjoys the support of the smaller police departments, but, unfortunately these departments do not have the staffing to support assigning an officer to Task Force 6. If funding were available via expansion grant monies, it appears feasible that Leroy Police Department would become a member agency of Task Force 6.

Task Force 6 serves a large geographical area, that is predominately rural in nature. These rural areas are comprised of small towns with limited or no full time police departments. Many towns contract to the local Sheriff's Department for police presence. McLean County has indicated that obtaining funding/approval for an additional officer to be assigned to Task Force 6 is not possible at this time due to staffing shortages and other programs for which deputies are assigned to.

The Bloomington/Normal metropolitan area is currently experiencing an increase in gang activity and gang presence. It appears that gangs have infiltrated public housing and are devoting themselves to actively and openly recruiting new members. Bloomington/Normal is experiencing a surge in gang crime activity, including narcotics sales and usage. Task Force 6 is working with these local

agencies and the McLean County Prosecutor's Office in an attempt to curb the unlawful sale of drugs and remove these offenders from the area as a result of aggressive investigation of these subjects and their successful prosecution and sentencing.

Task Force 6 continues in the attempt to work with local shipping facilities including DHL, Fed Ex, and UPS to address the unlawful importation of drugs utilizing these shippers. UPS has not been cooperative with Task Force 6 in regards to active package interdiction and detail scheduling. Task Force 6 continues efforts to implement ongoing package interdiction but this will take some time.

The local agencies in rural Illinois just do not have the manpower to support their own narcotics units. In order to maintain narcotics enforcement in the areas of McLean and DeWitt counties, continued federal grant funding is necessary for the continued operation of Task Force 6. Should Task Force 6 be forced to disband, criminal drug activity in these rural areas would thrive virtually unchecked by law enforcement.

Task Force 6 continually seeks opportunities to establish contacts within the community by conducting public presentations and by offering investigative assistance to local agencies and child protection agencies. Conducting drug awareness presentations continues to be one of the goals for Task Force 6, largely due to the positive feedback received and occasional intelligence and drug tips received as a result of speaking to community groups.

IV. GOALS, OBJECTIVES, & PERFORMANCE INDICATORS (The following goals, objectives, and performance indicators are for the new 406020 Agreement.)

Goal: Combat illegal drug activity in rural communities.

Objective 1: Conduct 25 Proactive Investigative Details targeting suspected cultivated cannabis growers in the McLean/DeWitt County area that have been indicated on intelligence databases as having grow equipment purchases.

Performance Indicator: The number of cultivated cannabis details conducted and investigative cases opened. This information will be collected by the Inspectors conducting the details and forwarded to the Task Force 6 Commander for compilation.

Objective 2: Conduct 10 public presentations targeted toward rural towns outlining the dangers and effects of illegal drug use. Provide attendees with contact information for Task Force 6 in an effort to develop stronger community ties.

Performance Indicator: The number of presentations conducted. This information will be collected by the presenters and forwarded to the Task Force 6 Commander.

Goal: To aggressively pursue the importation of drugs into or through the McLean/DeWitt county areas.

Objective 1: Conduct 10 package interdiction details at the local UPS, DHL and Fed Ex facilities.

Performance Indicator: The number of package interdiction details conducted. This information will be collected by Task Force 6 Agents conducting the details and reported to the Task Force 6 Commander.

Objective 2: Conduct 6 proactive details at local truck stops and rest areas in an effort to identify and arrest those persons bringing drugs into the area of Task Force 6.

Performance Indicator: The number of proactive details conducted. This information will be collected by Task Force 6 Agents conducting the details and reported to the Task Force 6 Commander.

Goal: Combat the Cocaine/Cannabis problem in the Task Force 6 area.

Objective 1: Provide 80 hours of goal specific training to address the problem. At least 2 agents will attend advanced training in drug interdiction and narcotic enforcement.

Performance Indicator: The number of training hours. This information will be collected by the Task Force 6 Commander

V. PROGRAM STRATEGY

The Task Force 6 Policy Board, consisting of the Chief Law Enforcement Officer (or his/her designee) from each participating agency and the Task Force 6 Commander, will oversee the operations of the unit and make reports to the Authority as required. The Policy Board will have the responsibility for directing the operation of the Task Force including:

- A. Approving a budget prepared by the Commander.
- B. Prescribing financial procedures.
- C. Setting investigative priorities and targets.
- D. Establishing rules and guidelines for operations by Commander and staff.
- E. Receiving and causing to be investigated, complaints of misconduct by any member of the task force staff.
- F. Appointing or dismissing a Policy Board Director upon a vote of all policy board members.
- G. Meeting monthly (preferred), and at least quarterly and maintaining minutes of those meetings which include the votes of the policy board on all decisions.
- H. Approving reports submitted to the Authority.

Members of the task force will remain employees of their home agency and will be expected to comply with the rules of that agency, those of the Task Force, and of the Illinois State Police. To ensure adequate staffing for investigations, vacations and leaves will be approved by the Task Force 6 Commander prior to approval by the home agency. All officers assigned to the Task Force will complete a basic narcotic investigation course of no less than 40 hours as soon as the course becomes available after their assignment to the unit.

The Task Force 6 Commander will administrate and direct the day to day operations of the unit, with the assistance of the Task Force 6 Field Supervisor. Task Force 6 will investigate narcotics activity, and suppress such activity using all means available to the unit and its personnel. Typically, this has meant conducting covert operations targeting mid-level and large scale distributors. These covert operations, backed up by advanced surveillance techniques and aggressive intelligence gathering has produced results.

Task Force 6 will continue to provide ongoing drug awareness and drug recognition training to community civic groups, high schools, colleges and universities, in addition to governmental agencies including Probation Officers in the Task Force 6 area. These operations, diligently applied, will ensure that Task Force 6 combats illegal drug usage from prevention efforts as well as the enforcement efforts. Task Force 6 will continue package interdiction activity striving toward the goal of becoming the premier package interdiction team in the Central Illinois area. Proactive details in area truck stops and rest areas work toward preventing the importation of drugs into and through the Central Illinois area served by Task Force 6 as well as serving to protect citizens from other crimes due to increased police presence. Task Force 6 is concentrating efforts to attack narcotics activity in the rural areas to address citizen concerns and complaints. Through the proactive details conducted in McLean and DeWitt counties, Task Force 6 hopes to develop intelligence and cultivate confidential sources to assist drug enforcement efforts. However, Federal funding of our operations remains critical to our success.

The operation of Task Force 6 is contingent upon Federal Funding. Federal funding provides Task Force 6 with: a facility (including expenses related to the operation of the facility); Office Manager; Contractual items including cellular telephones; Travel monies to train Agents; and Commodities in order for Task Force 6 to operate. Nextel phones provide instant contact with undercover officers to warn them of impending danger, along with secure and inconspicuous communications for surveillance and other tactical operations. Training for Inspectors, including basic and advanced undercover, tactical/surveillance, and interdiction school is vital for officer safety and for achieving a high level investigative results. Federal funds assist Task Force 6 with acquiring needed commodities such as film, tapes, batteries, gas, oil, and maintenance costs for our surveillance vehicles.

The Office Manager ensures our agents spend less time in the office, and more time in the field. Our Office Manager types reports, transcribes court ordered overhears, maintains the case file system, compiles and maintains task force equipment inventory, answers phones, types correspondence, and assists the Commander administratively as required. The Office Manager also performs Asset/Forfeiture duties that were previously contracted to an outside source. This resulted in a savings of approximately \$8,000.00 by combining these 2 positions.

LIST OF PERSONNEL ASSIGNED BY AGENCY

Task Force Commander	Illinois State Police
S/A Sergeant	Illinois State Police
Special Agent	Illinois State Police
Inspector	Bloomington Police Department
Inspector	Illinois State University Police Department
Inspector	McLean County Sheriff's Department
Inspector	Clinton Police Department
Inspector	DeWitt Co. Sheriff's Department
Office Manager	Task Force 6

OTHER RESOURCES AVAILABLE TO TASK FORCE 6:

YEAR:	MAKE:	MILEAGE:	CONDITION:	OWNER:
1989	El Dorado RV	47,100	Poor	ISP
1991	Ford van	32,938	Poor	Task Force 6
1999	Chevy SUV	115,323	Fair	Task Force 6
2000	Ford P/U	142,300	Fair	ISP
2002	Buick	66,450	Good	ISP
2002	Chrysler	98,511	Fair	Task Force 6
2004	Ford P/U	42,500	Excellent	Task Force 6
2005	Chevrolet SUV	40,605	Excellent	Task Force 6
2005	Chevy	80,499	Excellent	DeWitt Co. /Task Force 6
2005	Pontiac	91,000	Very Good	Clinton P.D./Task Force 6
2005	Pontiac	60,860	Very Good	ISP
2007	Ford SUV	15,400	Excellent	I.S.U. P.D.
2008	Dodge Van	3,100	New	McLean County

VI. IMPLEMENTATION SCHEDULE

Task	Date Begun	Date Completed	Personnel Responsible
Conduct 25 Proactive Cannabis details.	October 1, 2008	Ongoing	Task Force Commander Task Force 6 Agents
Conduct 10 drug abuse presentations to rural communities	October 1, 2008	Ongoing	Task Force Commander Task Force 6 Agents
Conduct 10 package interdiction details	October 1, 2008	Ongoing	Task Force Commander Task Force 6 Agents
Conduct 6 proactive details at truck stops and/or rest areas	October 1, 2008	Ongoing	Task Force Commander Task Force 6 Agents
Attend 80 hours of advance training in drug interdiction and narcotics enforcement.	October 1, 2008	Ongoing	Task Force Commander Task Force 6 Agents
Submit Quarterly Reports	Quarterly	End of each Quarter of grant period	Task Force Commander Office Manager
Policy Board Meetings	Minimum Quarterly	Monthly or each Quarter	Task Force Commander Office Manager

EXHIBIT B: BUDGET
County of McLean
Expanding Multi Jurisdictional Narcotics Unit
Agreement #406020

IDENTIFICATION OF SOURCES OF FUNDING

	<u>SOURCE</u>	<u>AMOUNT</u>
Federal Amount:	JAG (FFY06)	\$64,106.00
	Subtotal:	\$64,106.00
Match:	County of McLean	\$21,369.00
	Subtotal:	\$85,475.00
Over-Match:	County of McLean	\$ 81,661.00
	Subtotal:	\$ 167,136.00
	GRAND TOTAL	\$167,136.00

Exhibit B - Budget

Program Title:	Expanding Multi Jurisdictional Narcotics Unit
Agreement #	406020

Personnel Services

[illegible]

Eringe benefits	% Breakdown
IMRF/Pension	21.049%
FICA	0.000%
Medicare	1.450%
Unemployment	0.000%
Worker's Compensation	0.000%
Health Insurance	13.310%
Life Insurance	0.415%
TOTAL PERSONNEL COST	\$0.00 \$89,875.00 \$89,875.00

Program Title: Expanding Multi Jurisdictional Narcotics Unit
Agreement # 406020

N/A

[illegible]

TOTAL EQUIPMENT COST

Exhibit B - Budget

Program Title: Expanding Multi Jurisdictional Narcotics Unit
 Agreement # 406020

Commodities

Description

Audio & Video tapes (12 months X \$20.81/mo.)
 Batteries, film & office supplies (12 months X \$20.81/mo.)
 Fuel for 2 Grant Purchased Surveillance Vehicles (124 gallons @ \$4.05/gallon)
 Maintenance for 3 Grant Purchased Surveillance Vehicles

Federal Amount	Match Contribution	Total Cost
\$250.00		\$250.00
\$250.00		\$250.00
\$500.00		\$500.00
\$250.00		\$250.00
\$0.00		\$0.00
\$0.00		\$0.00
\$0.00		\$0.00
\$0.00		\$0.00
\$0.00		\$0.00
\$0.00		\$0.00
\$0.00		\$0.00
\$0.00		\$0.00
\$0.00		\$0.00
\$0.00		\$0.00
\$1,250.00	\$0.00	\$1,250.00

TOTAL COMMODITIES COST

Exhibit B - Budget

Program Title: Expanding Multi Jurisdictional Narcotics Unit
 Agreement # 406020

Travel

Description

Federal Amount Match Contribut. Total Cost

Per Diem (14 days @ \$28/day=\$392)
 Lodging (17 days @ \$80/day=\$1,360)

\$392.00	\$0.00	\$392.00
\$1,360.00	\$0.00	\$1,360.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$1,752.00	\$0.00	\$1,752.00

* Out-of-state travel requires prior Authority approval

TOTAL TRAVEL COST

Exhibit B - Budget

Program Title:	Expanding Multi Jurisdictional Narcotics Unit
Agreement #	406020

Contractual

Description	Federal Amount	Match Contribut.	Total Cost
Secretary (2,080 hours x \$17/hr = \$35,360 + \$3,094 Taxes = \$38,454)	\$31,900.00	\$6,554.00	\$38,454.00
Cellular Phone (11 phones x \$63/phone x 12/mo = \$8,316)	\$6,000.00	\$2,300.00	\$8,300.00
Rent (\$1,629/mo x 12 = \$19,548)	\$19,000.00	\$548.00	\$19,548.00
Electric (\$325 avg/mo x 12 = \$3,900)	\$2,000.00	\$1,900.00	\$3,900.00
Alarm (\$175/mo x 12 = \$2,100)	\$1,204.00	\$896.00	\$2,100.00
Insurance for (\$390 1991 Ford Econoline, \$786 2004 Ford F-150, \$781 2005 Chevy Suburban) Grant Purchased Surveillance Vehicles	\$1,000.00	\$957.00	\$1,957.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
TOTAL CONTRACTUAL COST	\$61,104.00	\$13,155.00	\$74,259.00

*Competitive procurement procedures must be followed

*Competitive procurement procedures must be followed.

Exhibit B - Budget

Program Title: Expanding Multi Jurisdictional Narcotics Unit
Agreement # 406020

Other Costs

Description

N/A

Federal Amount	Match Contribution	Total Cost
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Total Cost

Match	Contribution
1	100
2	100
3	100
4	100
5	100
6	100
7	100
8	100
9	100
10	100
11	100
12	100
13	100
14	100
15	100
16	100
17	100
18	100
19	100
20	100
21	100
22	100
23	100
24	100
25	100
26	100
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80	100
81	100
82	100
83	100
84	100
85	100
86	100
87	100
88	100
89	100
90	100
91	100
92	100
93	100
94	100
95	100
96	100
97	100
98	100
99	100
100	100

Contribu

Federal
Amount

Amount

Total Cost[illegible]

TOTAL OTHER COSTS

\$0.00

\$0.00

\$0.00

Exhibit B - Budget

Program Title: Expanding Multi Jurisdictional Narcotics Unit
 Agreement # 406020

GRAND TOTAL

PERSONNEL SERVICES

EQUIPMENT

COMMODITIES

TRAVEL

CONTRACTUAL

OTHER COSTS

49

	Federal Amount	Match Contribut.	Total Cost
	\$0.00	\$89,875.00	\$89,875.00
	\$0.00	\$0.00	\$0.00
	\$1,250.00	\$0.00	\$1,250.00
	\$1,752.00	\$0.00	\$1,752.00
	\$61,104.00	\$13,155.00	\$74,259.00
	\$0.00	\$0.00	\$0.00
TOTAL COST	\$64,106.00	\$103,030.00	\$167,136.00

County of McLean
Task Force 6
AGREEMENT #406020

EXHIBIT B: BUDGET NARRATIVE

PERSONNEL

There will be zero Federal Funds utilized for employment. Matching funds will be the salary and benefits of the Illinois State Police Trooper/TF6 Inspector.

Trooper Salary	\$65,976.00
IMRF/Pension @ 21,049%	\$13,887.00
Medicare @ 1.45%	\$ 957.00
Health Insurance @ 13.310%	\$ 8,781.00
Life Insurance @ .415%	\$ 274.00
	<u>\$89,875.00</u>

DUTIES of ISP Officer:

Under general direction of the Zone 5 Narcotics Commander, directs, coordinates, and provides administrative, operational, and investigative direction to Task Force 6 personnel. Responsibilities include strategic planning; coaching and developing personnel; providing administrative and operational review of various investigative procedures to include case management, confidential sources, Official Advanced Funds, and evidence collection and processing procedures; acting as Officer in Charge at all TRT/Task Force 6 narcotics-involved search warrants; reviewing goals and objectives as they relate to investigations; evaluating, planning, and coordinating overtime, equipment, and personnel resources assigned to Task Force 6. Also is responsible for preparing budgets and applicable grant reporting to both Federal and, if applicable, local grant authorities. Is accountable to the Task Force 6 Policy Board and prepares written evaluations to Task Force 6 Inspectors assigned from member agencies of Task Force 6.

COMMODITIES

\$250 in federal funds will be used to provide maintenance for three grant purchased surveillance vehicles. This covers routine maintenance such as oil changes, oil and fuel filters, belts and bulbs, dry ice for the rear A/C, tire replacement, and other repairs. (12 months X \$20.833/mo.)

\$250 will be applied to cost of film and batteries to record evidence/operations, along with office supplies. (12 months X \$20.81/mo.)

\$250.00 will be applied to the cost of video and audio-tapes to record field operations. (12 months X \$20.81/mo.)

\$500.00 will be used to pay for fuel for two grant purchased surveillance vehicles (124gallons X \$4.05/gallon.)

All expenditures are based upon past usages.

DUTIES OF SECRETARY:

Types correspondence, maintains timekeeping & TF6 filing system.
Transcribes recorded interviews and court ordered overhears.
Opens TF6 cases with ISP.
Assists with TF6 equipment inventory.
Handles monthly COPS Reports for Squad & Zone Activity.
Reconciles monthly bank statements & maintains and reconciles financial records.
Maintains the receipt, disbursement, and accounting of all asset forfeitures.
Responsible for quarterly & year-end financial reporting on ICJIA grants.
Handles inspector paperwork for new, renewing, and terminated inspectors.
Responsible for monthly Agency Board Member Meeting minutes.
Responsible for TF6 vehicle license plate renewals.
Enters TF6 deconflictions into the HIDTA system.
Assists Task Force Commander with other administrative duties as required.

GRAND TOTALS

Federal	\$ 64,106.00
Match	\$ 21,369.00
Overmatch	\$ 81,661.00
TOTAL	\$167,136.00